

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jamieson Laboratories Ltd.		06/27/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	CPPIB Credit Investments Inc.		
Street Address:	ONE QUEEN STREET EAST		
Internal Address:	SUITE 2600		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5C 2W5		
Entity Type:	Administrative Agent: CANADA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	77877980	ADRENASMART	
Serial Number:	77157900	ASK LORNA	
Serial Number:	86290322	BRAINSMART	
Serial Number:	86186202	CELLUSMART	
Serial Number:	77848987	ESTROSMART	
Serial Number:	77889454	IRONSMART	
Serial Number:	77146361	LORNA VANDERHAEGHE	
Serial Number:	85041849	LORNA VANDERHAEGHE LOVE	
Serial Number:	77889481	MAGSMART	
Serial Number:	85927927	MELATONIN PLUS	
Serial Number:	77877940	MENOSMART	
Serial Number:	77881569	MOODSMART	
Serial Number:	77881574	MULTISMART	
Serial Number:	77889493	OSTEOSMART	
Serial Number:	77921274	SEXSMART	
Serial Number:	77959020	SHAPESMART	
Serial Number:	77958969	SLEEPSMART	
Serial Number:	77877994	SKINSMART	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	85875923	SMART NUTRIENTS
Serial Number:	77732036	THE WOMAN'S WORD WOMEN HELPING WOMEN
Serial Number:	77921327	URISMART
Serial Number:	85367633	VEINSMART
Serial Number:	77692742	THE WOMAN'S WORD
Serial Number:	77877961	THYROSMART

CORRESPONDENCE DATA

Fax Number: 2123108007

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2123108000

Email: brian.lee@weil.com

Correspondent Name: Thomas Mastoras

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	54636.0004/T.MASTORAS/BL
NAME OF SUBMITTER:	Thomas Mastoras
SIGNATURE:	/Thomas Mastoras/
DATE SIGNED:	06/27/2014

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 27, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by Jamieson Laboratories Ltd., a corporation organized under the laws of Canada (the “Grantor”) in favor of CPPIB Credit Investments Inc., as administrative agent (in such capacity and together with its successors and assigns, the “Administrative Agent”), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, the Grantor (successor by amalgamation to Intrepid Acquisition Corporation, a Canadian corporation) has entered into a Second Lien Term Loan Agreement dated as of January 31, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among, inter alios, the Grantor, Jamieson Intermediate Holdings Ltd., a British Columbia corporation (“Holdings”), the Lenders party thereto from time to time and the Administrative Agent;

WHEREAS, it is a condition precedent to the obligations of the Lenders to make their respective extensions of credit to the Grantor, and of the Issuing Banks to issue their respective Letters of Credit under the Credit Agreement that the Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of January 31, 2014, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”) for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement);

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted a Security Interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Administrative Agent for the benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and United States Copyright Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a Security Interest in and to all of the Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as Collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Secured Obligations:

- (a) all Trademarks (other than any Excluded Assets), including, without limitation, each registration and application identified in Schedule 1 attached hereto;
- (b) all Copyrights (other than any Excluded Assets), including, without limitation, each issued Copyright and Copyright application identified in Schedule 2 attached hereto; and

(c) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantor authorizes and requests that this Intellectual Property Security Agreement be recorded at the United States Patent and Trademark Office and United States Copyright Office.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would require application of laws of another jurisdiction.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

JAMIESON LABORATORIES LTD.

By: 

Name: Mark Hornick

Title: Chief Executive Officer and President

Schedule 1**Trademarks**

Trademark	Application #	Application Date	Registration #	Registration Date
ADRENASmart	77877980	Nov. 20, 2009	4067835	Dec. 6, 2011
ASK LORNA	77157900	Apr. 15, 2007	3478865	Aug. 5, 2008
BRAINSMART	86290322	May 23, 2014		
CELLUSMART	86186202	Feb. 6, 2014		
ESTROSMART	77848987	Oct. 14, 2009	4063868	Nov. 29, 2011
IRONSMART	77889454	Dec. 9, 2009	4080565	Jan. 3, 2012
LORNA VANDERHAEGHE	77146361	Apr. 2, 2007	4400313	Sept. 10, 2013
LORNA VANDERHAEGHE LOVE	85041849	May 18, 2010	4080795	Jan. 3, 2012
MAGSMART	77889481	Dec. 9, 2009	4063910	Nov. 29, 2011
MELATONIN PLUS	85927927	May 9, 2013	4436589	Nov. 19, 2013
MENOSMART	77877940	Nov. 20, 2009	4063899	Nov. 29, 2011
MOODSMART	77891569	Nov. 27, 2009	4067840	Dec. 6, 2011
MULTISMART	77881574	Nov. 27, 2009	4067841	Dec. 6, 2011
OSTEOSMART	77889493	Dec. 9, 2009	4067848	Dec. 6, 2011
SEXSMART	77921274	Jan. 27, 2010	4106072	Feb. 28, 2012
SHAPESMART	77959020	Mar. 15, 2010	4071252	Dec. 13, 2011
SLEEPSMART	77958969	Mar. 15, 2010	4088479	Jan. 17, 2012
SKINSMART	77877994	Nov. 20, 2009	4077519	Dec. 27, 2011
SMART NUTRIENTS	85875923	Mar. 14, 2013	4499425	Mar. 18, 2014
THE WOMAN'S WORD WOMEN HELPING WOMEN	77732036	May 7, 2009	3727830	Dec. 22, 2009
URISMART	77921327	Jan. 27, 2010	4106073	Feb. 28, 2012
VEINSMART	85367633	Jul. 11, 2011	4102283	Feb. 21, 2012
THE WOMAN'S WORD	77692742	Mar. 17, 2009	3679747	Sept. 8, 2009
THYROSMART	77877961	Nov. 20, 2009	4020071	Aug. 30, 2011

Schedule 2

Copyrights

TITLE	REGISTRATION NUMBER	REGISTRATION DATE
Healthy immunity: scientifically proven natural treatments for conditions from A-Z	TX0005554969	June 24, 2002